

COLLECTIVE AGREEMENT

- Between -

**CANADIAN OFFICE AND PROFFESIONAL EMPLOYEES
UNION LOCAL 343
(The Union)**

- and -

**UNIFOR LOCAL 707
(The Employer)**

March 18, 2024 to March 18, 2025

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ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all its employees.

ARTICLE 2 - UNION SECURITY

- 2.01 Any person herein after employed on a permanent basis shall be required to join the Union on completion of 90 consecutive days worked.
- 2.02 A part-time employee (one who is hired on a regular basis and works regular hours) shall on the completion of 90 consecutive days of employment be required to join the Union.
- 2.03 All present employees who are members of the Union on the effective date of this agreement, or who subsequently become members shall remain members in good standing.

ARTICLE 3 - UNION LABEL

Employees shall be permitted and required to use the Union Label as follows: "COPE 343".

ARTICLE 4 - SENIORITY

- 4.01 Seniority shall be accumulated on the basis of length of service in any office of the Employer and shall be accorded to each employee at the completion of the probationary period of 90 consecutive days worked, effective from the first day of the probationary period.
- 4.02 In respect to promotions and layoffs, seniority shall be the only consideration where the employees' ability is sufficient to perform the work required. Seniority shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged for just cause or if the employee fails to return to work within five (5) days of recall from layoff at the last address known to the Employer without notifying the Employer or furnishing satisfactory reasons for such failure. The seniority status of an employee who is laid off or granted a leave of absence shall be retained.
- 4.03 In the event of a layoff, the employee with the least seniority shall be the first to be laid off providing the senior employee can satisfactorily perform the work. Rehiring shall be in reverse order of layoff. Seniority shall accumulate during such layoff. Recall rights not to exceed the equal amount of the employee's seniority at the time of layoff.
- 4.04 A permanent employee about to be laid off shall receive two (2) weeks' notice or the equivalent in wages plus accrued vacation pay.
- 4.05 An employee taking the place of another employee on leave shall revert to her/his previous position in the event of a layoff or demotion affecting the temporary job.

ARTICLE 5 - DISCRIMINATION

There shall be no discrimination on the basis of gender, sexual orientation, marital status, national or racial origin, nationality, colour or religion in regard to hiring, promotions, demotions, layoffs and dismissals of employment.

ARTICLE 6 - DISMISSALS

Employees with more than one (1) month's service shall be given a minimum of one (1) week's salary in lieu of notice of discharge. Employees with more than one (1) years' service shall be given a minimum of two (2) week's salary in lieu of notice of discharge and shall continue to receive severance pay in conformity with Article 15.02 during the two (2) week period of notification.

ARTICLE 7 - LEAVES OF ABSENCE

- 7.01 a) Leaves of absence for the purpose of minor illness shall not exceed ten (10) days in any calendar year and shall be without loss of pay. The employee on her/his return to work may be required to submit suitable proof of such minor illness in writing signed by a qualified medical practitioner.
- b) Leaves of absence for the purpose of a major illness shall be granted to the employee and in such case compensation will be in accordance with Article 15.04.
- 7.02 An employee shall be granted a leave of absence, including Maternity/Paternity leave, in accordance with the Ontario Employment Standards Act (ESA), with accumulated seniority during such leave without pay.
- 7.03 Leaves of absence without pay and with continuing seniority shall be granted in the event an employee is delegated to attend a convention or conference on behalf of her/his organization upon written request from the Union.
- 7.04 In addition to the leaves of absence described in 7.02 and 7.03, the Employer may grant a personal leave of absence for a period of up to three (3) months to any employee where adequate reason can be shown. Authorization for such a leave shall be in writing. Such personal leave may be extended by mutual agreement in the case of an employee whose seniority exceeds one (1) year.
- 7.05 The Employer agrees to continue to provide all benefits during all leaves of absences as indicated in article 7.02 and article 7.03.

If an employee is on a personal leave of absence as indicated in Article 7.04, the employer will continue all benefit coverages for one month following the month in which the personal leave commenced, thereafter the Employee will be given the opportunity to may maintain group health care coverages and/or life insurance by paying the required employee premiums to the employer for a further period of 12 months. Should an employee allow group health care coverage or life insurance lapse, it will be continued by the Employer the 1st of the following month upon return to work.

- 7.06 a) In the case of a death in the immediate family the employee shall be given a five (5) day leave of absence without loss of wages. Such leave may be extended by mutual agreement without pay. Immediate family in this case to mean:

Parent or Step-Parent of self or current spouse

Grandparents of self or current spouse

Grandchild of self or current spouse

Brother or step-brother

Sister or step-sister

- b) In the case of the death of a spouse, child or step-child the employee shall be given a five (5) day leave of absence without loss of wages.

Spouse shall include common-law spouse. Common-law spouse shall mean a person who is and who has been for a period of one (1) year been cohabitating and residing with the employee.

- c) An employee will be excused from work and be eligible for pay for any five (5) normally scheduled working days within the ten (10) calendar day period immediately following the death of a member of the employee's immediate family, as defined. In addition, when such death occurs during the period established as the plant vacation shutdown period or the Christmas holiday period as provided, an employee will be excused from work and be eligible for pay for the first five (5) normally scheduled working days immediately following such vacation shutdown period or Christmas holiday. These exceptions will apply provided the absence is related to the family member's death and appropriate documentation regarding the death is submitted to the employer.

The employer will consider an employee request for an extension of the ten (10) calendar day period for cultural or travel reasons to attend funeral.

- 7.07 An employee granted a leave of absence shall be returned to work in the same classification and job wherever possible with full retention of her/his seniority rights and at the prevailing rate of pay.

- 7.08 Each employee on jury duty (subject to the eligibility requirements set out below) shall be paid, summoned to and reports for jury duty by the employer the difference between the employee's regular rate of pay for the number of hours she/he otherwise would have been scheduled to work and the daily jury duty fee paid by the court (not including travel allowances or reimbursement for expenses). In order to receive payment under this section an employee must meet all the following requirements:

- a) The employee shall have attained seniority as of the date of commencement of the jury date.

- b) The employee shall have given prior notice to the employer that she/he has been summoned for jury duty.
- c) The employee shall furnish satisfactory evidence to the Employer that she/he has reported for or performed jury duty on the days for which she/he claims payment.
- d) The employee would otherwise have been scheduled to work for the Employer on the day for which she/her claims payment.

ARTICLE 8 - VACATIONS

8.01 Each employee will be granted vacations with pay in accordance with the following provisions.

- a) An employee eligible for vacation with pay shall be entitled to such vacation with full pay determined on the following basis of her/his seniority as of December 31st of the current year.
- b) An employee with a minimum of 800 hours during the qualifying period shall receive:

1-4 years of service	3 weeks vacation
5-9 years of service	3½ weeks vacation
10-14 years of service	4 weeks vacation
15+ years of service	5 weeks vacation
20+ years of service	6 weeks vacation

8.02 In the case of a part-time employee, vacation shall be paid at a rate of 4% of her/his current earnings.

8.03 The qualifying period will be the twelve (12) month period prior to January 1st of the current year.

8.04 For the purpose of computing hours worked as referred to in 8.01 (b) of this Article, all lost time from work due to sickness or injury covered by the Workplace Safety and Insurance Board to a maximum of one (1) year and time lost from work due to sickness or injury covered by Article 15.04 to a maximum of one (1) year and all hours for which an employee receives pay for holidays defined in Article 9.01 will be credited as hours worked.

8.05 Employees shall be given the opportunity to take their vacation in consecutive weeks if they so desire.

8.06 When a recognized holiday falls within an employee's vacation period, provided such employee qualifies under Article 9.01 of the Agreement, such holiday will not be counted as part of the vacation and another day will be granted, or the date of the return may be one (1) full day later, or the vacation may commence one (1) day earlier as mutually agreed upon.

- 8.07 Vacations are to be scheduled by mutual agreement between the Employer and the employee. It is agreed that the Employer should not unreasonably withhold such requests provided they are received no later than October 1st each calendar year.
- 8.08 Employees will be required to use two (2) weeks of their vacation during the Ford Motor Company shutdown or working if such work is available.

ARTICLE 9 - STATUTORY HOLIDAYS

- 9.01 The employee shall be granted all paid holidays included in Article 25 of the Unifor Local 707/Ford Motor Company Collective Agreement provided they have attained seniority and are not on layoff more than fourteen (14) working days prior to the date on which the holiday is observed and provided that they are not on leave of absence for more than thirty (30) working days prior to the day on which the holiday is observed. Such days will be without reduction in pay.
- 9.02 Pay for work performed on such holidays shall be paid for at double the employee's regular rate, plus the employee's holiday pay. If the statutory holiday falls on a day which is not a regular working day, the Employer shall designate and grant a day in lieu of the holiday within one week, or if the employee prefers, at another mutually satisfactory time.

ARTICLE 10 - GRIEVANCE PROCEDURE

There shall be a Grievance Committee consisting of not more than three (3) members of the Union designated by the Union. At the request of either party to this Agreement, meetings between the Grievance Committee and the representative of the Employer shall be held and minutes kept of such meetings.

Should any difference arise between the employees and the Employer as to the meaning or application of this Agreement, the Union agrees that no cessation of work shall take place until the following procedure has been carried out:

- Step 1 The matter shall be referred in writing by the employee or employees involved to the Grievance Chairperson who shall take the matter up with the Employer's representatives. The Employer may, however, at its discretion decline to consider any grievance which is lodged more than five (5) working days after cause of grievance should have become known to the employee
- Step 2 Failing settlement in Step 1, after expiration of forty-eight (48) hours falling within the normal work week, the Grievance Committee shall take the matter up with the Employer's representatives.
- Step 3 Failing settlement of Step 2, the matter shall be referred to an Arbitration Board made up of three (3) members; one (1) appointed by the Union; one (1) appointed by the Employer with an impartial chairperson. Cost of said arbitration to be divided equally between the Employer and the Union. The decision of the Arbitration Board will be final and binding.

The grievor may be present at any or all of the above stages.

ARTICLE 11 - VACANCIES

The Employer agrees to advise the Union of all vacancies created by resignation, discharge, leave of absence, promotion, transfer or establishment of new positions.

ARTICLE 12 - HOURS OF WORK

12.01 The work week shall consist of five (5) days as follows:

Monday through Thursday – 9:00 am to 5:00 pm

Friday – 9:00 am to 4:00 pm

All time worked beyond the employee's regular schedule and all time worked on Saturday shall be paid for at time and one-half. All time worked on Sunday shall be paid for at double the regular rate.

12.02 Employees shall be granted one (1) hour for lunch and a fifteen (15) minute rest period both morning and afternoon.

12.03 All employees shall be paid in accordance with Schedule A, B or C dependent upon the classification of hire.

12.04 Employees required to work two (2) hours or more overtime shall be granted \$15.00 for a meal. Payment for the meal requires a minimum of two (2) hours of work prior to his entitlement.

12.05 If an employee is called in to work Saturdays, Sundays or holidays, she/he shall be guaranteed a minimum of four (4) hours pay at the appropriate premium rate.

12.06 If, at a later date, work is to be performed on a Saturday and/or Sunday on a regular basis, *i.e. more than two (2) weekends per month*, then it is agreed the hours of work will be addressed and/or amended at that time.

ARTICLE 13 - RIGHTS OF THE EMPLOYER

The Union recognizes that it is the exclusive right of the Employer to hire, promote, transfer, demote and lay off employees, and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided. The Union further recognizes the right of the Employer to operate and manage the organization in all respects, to maintain order and efficiency in the office, the services it will provide, the scheduling of its services, and the methods, processes, and means of its production. The Union further acknowledges that the Employer has the right to make and alter, from time to time, rules, and regulations to be observed by employees, such rules and regulations shall not be inconsistent with the provisions of this agreement. The Employer agrees to discuss with the employees changes in such rules and regulations.

The Union also recognizes that certain functions and activities of the Employer are confidential, and all employees of Union are pledged to keep business, documents, records, letters, etc. of the Employer confidential. At no time, will the provisions of this Agreement be used to usurp the duties of the office of the Financial Secretary of Unifor Local 707.

ARTICLE 14 - HEALTH & SANITATION

The employer shall make all reasonable provisions for the safety and health of the employees during working hours. The Union may from time to time bring to the attention of the Employer any suggestions in this regard and also any other suggestions for improvements in conditions of work. It is agreed that the offices should be thoroughly cleaned at least once weekly. The Employer agrees to provide proper restroom facilities.

ARTICLE 15 - BENEFITS & RETIREMENT PENSIONS

15.01 The Employer agrees to provide the following fully paid coverage to each employee:

Life Insurance - \$60,000.00 subject to conditions outlined in 15.02

The Employer agrees to provide the following coverage for each employee, spouse and eligible dependents:

Family coverage for OHIP/EHT

Green Shield Supplemental

Green Shield Drug Plan – 10% Copay with \$310 annual per family max

Green Shield Vision Care Plan - \$425.00 coverage bi-annually

Green Shield Nursing Home Care Plan

Green Shield "Out of Province" Hospital, Surgical & Medical Plan

Green Shield Dental Plan - \$2,700.00 coverage annually

Extended Health Service

Extended Health Care Massage Therapy - \$600.00 coverage annually

Eye examination cost - \$120/exam coverage bi-annually, add coverage for DRI, VFD and Tomography \$200 bi-annually.

Psychologist - \$800.00 per calendar year/usual and customary per visit

Speech Therapist - \$800.00 per calendar year/ usual and customary per visit.

15.02 The employer agrees to maintain payment for all insurance coverage as outlined in this Collective Agreement regardless of the coverage which may or may not be in place by the spouse of the employee.

- 15.03 The Employer agrees to deposit quarterly instalments to the Financial institution of the employee's choice to an RRSP account in trust for the employee. The type of the RRSP account(s) to be the choice of the employee. Such deposits are to be made quarterly for 7% of the income paid at the end of each quarter (Income shall be defined as regular scheduled hours).

Should an employee leave the employ of the Employer, then the total sum of money deposited to the period of the last quarter end shall be paid to the employee on the termination of his/her employment.

- 15.04 Monthly income benefit for total disability is 75% of the employee's gross monthly income (including COLA). The benefit period for injury begins on the first (1st) day of disability. The benefit period for sickness begins on the eighth (8th) day of disability except where the employee is hospitalized for sickness; then the benefit begins on the first (1st) day of hospitalization.

The maximum benefit period for total disability for injury and sickness is for twelve (12) months with the Employer paying the full premiums. An employee who is absent due to major personal sickness or injury shall receive 75% of her/his gross weekly income from the insurance carrier providing qualifying conditions are met.

- 15.05 COVERAGE OF BENEFITS ON THE RETIREMENT OF EMPLOYMENT

Upon reaching the age of 57 and having attained twenty (20) years' seniority or upon reaching the age of 65 and having attained ten (10) years of service, should any employee wish to retire from employment with the Employer, the Employer agrees to provide, at no cost to the employee, the following:

- a) Life insurance - \$30,000.00 subject to the conditions outlined in 15.02.

- b) Family coverage for OHIP/EHT

Green Shield Supplemental

Green Shield \$0.35 Drug Plan

Green Shield Vision Care Plan - \$350.00 coverage bi-annually

Green Shield Nursing Home Care Plan

Green Shield "Out of Province" Hospital, Surgical & Medical Plan

Green Shield Dental Plan - \$2,500.00 coverage annually

Extended Health Service (as per the 1997 Collective Agreement)

Extended Health Care Massage Therapy - \$600.00 coverage annually

Eye examination cost - \$85.00 coverage bi-annually

- c) Coverage for 15.05 shall not be provided by the Employer if an employee's spouse has full coverage for the employee.

- d) Should the employee, after retirement, cease to be covered by any of the benefits provided in 15.05 the Employer shall provide the benefits covered therein.
- e) The Employer will not be required to provide the above coverage should an employee be discharged for just cause.
- f) For all employees (present and future) upon retirement, all the benefits outlined in Article 15.05 (unless (c) applies) shall continue until the death of the employee.
- g) The employer agrees to continue benefits in 15.05 (b) for the surviving spouse of retired employees for the duration of her/his life.

ARTICLE 16 - NEW CLASSIFICATION

Prior to the establishment of an employee's classification not shown in this Agreement, the Employer shall discuss with the Union the description of the classification, the hours of work and the salary for that classification.

16.01 Effective January 2, 2013 a part-time employee classification comes into existence at a rate of pay as outlined in Schedule B. The usage of part-time employee is not to usurp the position of a permanent employee.

ARTICLE 17 - TECHNOLOGICAL CHANGE

In the event of proposed technological change, including but not limited to the introduction of data processing equipment, computer, or automated equipment of any type, the Employer agrees to meet with the Union to discuss such changes and the jobs involved. The Employer further agrees to give the Union as much notice as possible prior to implementing such changes. The Employer acknowledges the intent of this language and will ensure it is used.

In the event that training would be required to enable existing employees to qualify for jobs resulting from technological change, the Employer agrees to discuss the method to be used to train such employees with the Union and the affected employees. The method of such training shall be by mutual agreement between the parties.

The employees will be covered under the current Health & Safety Act and any problems in this regard can be discussed the Employer.

ARTICLE 18 - CONTRACTING OUT

Before any work that would normally be performed by a permanent or part-time employee is contracted out, the Employer agrees to discuss it with the Union.

ARTICLE 19 - TRANSFER OF OPERATIONS

In the event the Employer should transfer its operations to another location, the employees shall have the right to transfer with their positions.

ARTICLE 20 - COLLECTIVE AGREEMENT TERMINATION

This Agreement shall remain in effect for a period of **one (1) year commencing March 18th 2024**, and thereafter shall be automatically renewed from year to year unless thirty (30) days prior to the termination of this Agreement wither party shall serve written notice upon the other of its desire to make a change therein and specify such changes.

Within fifteen (15) days after the deadline in accepting written notice of the desired changes to the current Agreement, both parties shall meet to negotiate the proposed changes and shall have the right to negotiate any article of the Agreement after negotiations have been opened.

SCHEDULE A
WAGES PERMANENT EMPLOYEES

Wages for permanent employees hired prior to March 18, 2024 will be \$37.00 per hour plus COLA.

Wages for permanent employees hired after March 18, 2024 will be in the New Grow-In Wage Progression plus COLA as follows:

Seniority	Hired After March 18, 2024	*Hourly Rate
Start	70%	*\$26.590 or 70% whichever is greater
1	78%	
2	86%	
3	94%	
4	100%	

PRODUCTIVITY AND QUALITY BONUS

A lump sum bonus of \$2,000.00 will be paid to each active full-time employee upon signing of the Collective Agreement.

SCHEDULE B - WAGES PART-TIME EMPLOYEES

Wages for part-time employees hired after March 19, 2024, will be \$26.59 per hour plus COLA roll-in or 70% of full rate, whichever is greater.

COST OF LIVING ALLOWANCE

The cost of living allowance (COLA) will be recognized as the equivalent to that of the Ford Motor Company's current Collective Agreement. Cost of living allowance increases will continue to be added to the salary of the permanent and part-time employees' wages on a quarterly basis in amounts equal to the Unifor Local 707/Ford Motor Company Collective Agreement. Those increases will be multiplied by the number of hours worked to reflect increases in the employees' wages.

In the event that Unifor Local 707 is obliged to make concessions to the Ford Motor Company with respect to COLA and/or salary increases, the employees of Unifor Local

707 covered by this Agreement agree to suspend COLA and/or salary increases for the temporary period necessary.

When COLA and/or salary increases are resumed for the Ford Motor Company employees, employees covered by this Agreement shall revert to Schedule "A" Wages Permanent Employees and Schedule "B" Wages Part-Time Employees.

SCHEDULE C RETIREMENT

All money owed to a retiring employee, i.e. back wages, RRSP's, accumulated vacation pay, bonuses, etc. will be payable on the date of retirement.

It is understood that this schedule does not absolve the Employer's responsibility to maintain the benefits as outlined in Articles 15.01, 15.02, 15.05 and/or any other applicable reference to benefits in the Collective Agreement for the duration of the life of the employee and her/his spouse.

SCHEDULE D SENIORITY

The Employer and the Union agree to recognize the seniority of the employees listed below as follows:

Gail Jones	November 18, 1996 (Retired on November 1st, 2021)
Judy Rivard	July 31, 2019
Sharon Lewis	October 18, 2021

With respect to Judy Rivard, Sharon Lewis and any permanent employee, it has been agreed that upon her/his retirement she/he will be shown as "Retired" and retained on future contracts.

Executed this 18th day of March, 2024

**SIGNED ON BEHALF OF CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES' UNION LOCAL 343**

(THE UNION)

Executed this 18th day of March, 2024

**SIGNED ON BEHALF OF
COPE LOCAL 343
(THE UNION)**



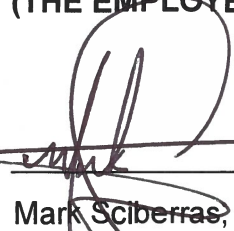
Judy Rivard, Steward

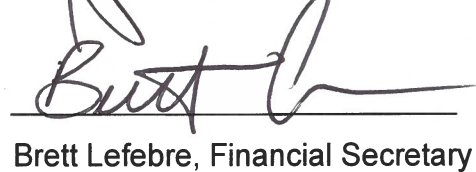
Sharon Lewis

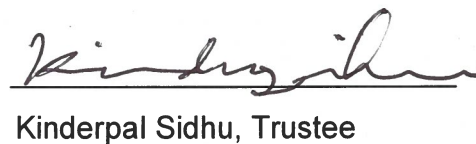
Sumudini Sathi

Sumudini Sathi
Labour Relations Specialist
COPE Ontario

**SIGNED ON BEHALF OF
UNIFOR LOCAL 707
(THE EMPLOYER)**



Mark Sciberras, President

Brett Lefebvre, Financial Secretary

Kinderpal Sidhu, Trustee

Stephen Cardoso, Trustee

Sarah Cox, Trustee

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